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Collective Bargaining Agreements

7-1-1994

Dade County Public Schools and United Teachers of Dade, Florida Education Association, American Federation of Teachers, AFL-CIO, Local 1974 Addendum (1994)

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Dade County Public Schools and United Teachers of Dade, Florida Education Association, American Federation of Teachers, AFL-CIO, Local 1974 Addendum (1994)

Location

Dade Co., FL

Effective Date

7-1-1994

Expiration Date

6-30-1997

Employer

Dade County Public Schools

Union

United Teachers of Dade

Union Local

1974

NAICS

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Sector

Local government

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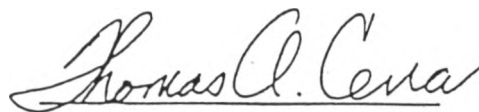
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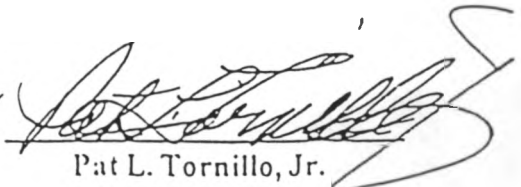
ADDENDUM TO CONTRACT

between the
DADE COUNTY PUBLIC SCHOOLS
and the
UNITED TEACHERS OF DADE

Effective July 1, 1994 through June 30, 1997



Thomas A. Cerra
Chief Negotiator
Dade County Public Schools



Pat L. Tornillo, Jr.
Chief Negotiator
United Teachers of Dade

8/31/95

Date

JUN 11 1996

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ARTICLE I -- GENERAL PURPOSES

Section 11. Non-Discrimination

- A. The Union agrees to maintain its eligibility to represent all employees, continuing to admit persons to membership without discrimination on the basis of race, ~~creed~~ religion, color, national origin, ~~sex~~ gender, ~~handicap~~ disability, age or marital status, sexual orientation, or linguistic preference and to represent equally, in collective bargaining, all employees without regard to membership or participation in, or association with, the activities of the Union.
- B. The Board agrees to continue its policy of not discriminating against any employee on the basis of race, ~~creed~~ religion, color, national origin, ~~sex~~ gender, marital status, sexual orientation, linguistic preference, ~~handicap~~ disability, age, or membership or participation in, or association with, the activities of the Union. Complaints regarding sexual orientation or linguistic preference are not subject to the grievance/arbitration process. Such complaints may be addressed through the appropriate School Board Rule, federal agencies, and/or the court system.

ARTICLE XIII -- EVALUATION

Section 3. Assessment Procedure - Minimum Requirements -- Full Requirements and Procedures are Specified in TADS and in Procedures for Observation and Evaluation of Teaching

Assessment for each employee shall be conducted in accordance with mutually agreed upon observation/evaluation procedures and in accordance with applicable Florida Statutes.

All personnel shall be fully informed of the criteria and procedures associated with the assessment process before the assessment takes place.

~~A written report of each assessment shall be made, and a copy shall be given to the employee no later than five 10 days after the assessment takes place. The written report of assessment shall be discussed with the employee by the person responsible for preparing the report. The employee shall have the right to initiate a written response to the assessment, and the response shall become a permanent attachment to his/her personnel file.~~

No later than five days after the assessment takes place, a post-observation conference shall be held with the employee. The assessment shall be discussed with the employee by the person responsible for preparing the report. The employee shall have the right to initiate a written response to the assessment and the response shall become a permanent attachment to his/her personnel file. A complete written report of each assessment, including any agreed-upon changes, shall be made and a copy given to the employee no later than 48 hours after the post-observation conference.

In the event an employee is not performing his/her duties in a satisfactory manner, the evaluator shall notify the employee, in writing, of such a determination and describe such unsatisfactory performance. The assessor shall, thereafter, confer with the employee and make recommendations as to specific areas of unsatisfactory performance and provide assistance in helping to correct such deficiencies within a reasonable prescribed period of time.

ARTICLE XIV -- LEAVES/VACATION/TEMPORARY DUTY

Section 5. Workers' Compensation and Related Benefits

2. If authorized, payment for sick leave granted for illness-in-line-of-duty leave-Board benefits shall be combined with the employee's workers' compensation temporary total disability (TTD) benefits to keep an injured employee in a pre-injury, full salary status, while eligible for temporary total disability benefits, pursuant to Florida Statutes, Chapter 440, for a term not to exceed 13 weeks following the date of injury. If an injured employee continues to be eligible for temporary total disability (TTD) benefits, pursuant to Florida Statutes, Chapter 440, beyond the 13 weeks, TTD benefits will be paid, and the employee may use his/her accrued sick time, if any, to supplement TTD benefits, not to exceed pre-injury earnings. If the employee does not have any accrued sick time, he/she will be eligible to be paid for leave without pay to supplement TTD benefits, not to exceed pre-injury earnings. Any employee who uses accrued sick days to supplement TTD benefits or leave without pay benefits will be eligible for reimbursement or payment for up to six months from date of injury, as a result of formal Board action. In the event an employee uses accrued sick leave prior to an injury or illness being deemed compensable by a physician approved by the Office of Risk and Benefits Management, and it is later established that said illness or injury is found to be compensable, pursuant to the provisions of Florida Statutes 440, said sick days shall be restored to the employee.

ARTICLE XIV -- LEAVES/VACATION/TEMPORARY DUTY

Section 17. Terminal Pay

- D. DCPS agrees to be the prospective client in whose name UTD can request an IRS. ruling on severance pay plans with the stipulation that any participation by the district does not obligate the School Board in any way.

ARTICLE XVII -- PARAPROFESSIONAL/ASSOCIATE EDUCATOR/
SCHOOL SUPPORT PERSONNEL

Section 1. Paraprofessionals/Associate Educators

A. Qualifications

1. Paraprofessional I requires a high school diploma or equivalent certification, plus any specialized education, training, or experience specified in the job description for the applicable category.
2. Paraprofessional II requires a high school diploma or equivalent certification and at least 60 semester hours or the equivalent from an accredited college, plus any specialized education, training, or experience specified in the job description for the applicable category.
3. Associate educator requires a high school diploma or equivalent certification and at least 60 semester hours or the equivalent from an accredited college, plus specialized education/training as specified in the job description. Additionally, associate educator requires a current Florida teacher or substitute teacher certificate and may be assigned only to pre-kindergarten programs.

B. Categories - Paraprofessionals I and II shall be classified in one of the following categories:

1. Behavioral -- includes assignment(s) to work with student(s) in Severely Emotionally Disturbed, Emotionally Handicapped, and Autistic programs;
2. Therapeutic -- includes assignment(s) to work with student(s) in any of the following categories: Profoundly Mentally Handicapped, Trainable Mentally Handicapped, Physically Impaired, Hearing Impaired, Speech Impaired, Visually Impaired, Deaf/Blind, Educable Mentally Handicapped, and Varying Exceptionalities;
3. Bilingual -- includes assignments to work in the Bilingual, BCC, Spanish S, and Spanish SL programs;
4. Vocational -- includes assignments to work in the Vocational Education and Title XX Child Care programs;
5. Social Service -- includes assignments to work in the Migrant Project, but does not include Migrant Tutors;

6. Pre-K -- includes assignments to work in pre-kindergarten programs;
7. Montessori -- includes assignments to work in Montessori programs;
8. General -- includes all paraprofessional assignments not listed above. Currently these include:
 - a. General Classroom Paraprofessionals in regular and alternative schools and in COPE Centers;
 - b. Systems Aides;
 - c. Migrant Tutors;
 - d. Telecommunications Monitors;
 - e. Programs for the Gifted;
 - f. Programs for the Specific Learning Disabled; and,
 - g. Chapter 1 Programs.

Paraprofessionals in any category may be assigned exclusively by the district's Office of Exceptional Student Education to students as a One-To-One as indicated in the student's IEP or Section 504 Accommodation Plan. One-To-One Paraprofessionals' seniority is determined by the category in which they are assigned.

Priority consideration shall be given to qualified employees within the general category who apply for open positions in categories 1 through 7.

C. Protection of Laws

A paraprofessional or associate educator, while rendering services under the supervision of a certificated teacher, shall be accorded the same protection of laws as accorded the certificated teacher.

D. Guidelines

Before assigning a paraprofessional or associate educator to a professional staff member (teacher), the principal shall inform the professional staff member of the content of Florida State

Board Rule 6A-1.070 and shall ensure that duties assigned to paraprofessionals or associate educators conform to these rules:

- 1.070(1)(e) Supervised practice. Each time a teacher aide or volunteer is assigned to assist a staff member whom he or she has not assisted before and each time he or she is assigned a type of duty which he or she has not satisfactorily performed in earlier assignments, he or she shall complete a period of supervised practice. During the period of supervised practice, the professional staff member whom he or she is assisting shall be available continuously to provide immediate assistance to the aide or volunteer at any time he or she is working directly with pupils. The length of the supervised practice may vary depending upon the capability and prior experience of the teacher aide or volunteer. The personnel record for each teacher aide shall show the length, nature, and inclusive dates of each supervised practice assignment. The personnel record shall also include the signature of the professional staff member supervising the practice certifying its satisfactory completion.
- 1.070(1)(f) Knowledge and understanding expected of instructional staff. The School Board shall adopt procedures to assure that each instructional staff member who is assisted by a teacher aide or volunteer possesses a clear understanding of all rules and policies which the teacher aide or volunteer is expected to understand.
- 1.070(2) Restrictions limiting the duties which teacher aides or volunteers may perform. Teacher aides or volunteers shall not perform any of the following:
- (a) establish instructional objectives;
 - (b) make decisions regarding the relevancy of certain activities or procedures to the attainment of instructional objectives;
 - (c) make decisions regarding the appropriateness of certain teaching materials for accomplishing instructional objectives; and,
 - (d) make judgments regarding the attainment of instructional objectives, unless these judgments are based upon clear and objective criteria (such as specific achievement standards on a true-false test).
- 1.070(3) Responsibility for the appropriate use of teacher aides or volunteers. It is the responsibility of the head of a school and of each instructional staff member in that school who is assisted by a teacher aide or volunteer to see that those

duties assigned to each teacher aide or volunteer are consistent with Florida Statutes, Rules of the State Board, and policies of the District School Board.

E. Duties

1. The functions of teachers and paraprofessionals or associate educators are clearly not identical. Paraprofessionals or associate educators shall not be used in place of teachers or substitute teachers. There are a variety of teacher duties and tasks that shall not be delegated to paraprofessionals or associate educators.
 - a. All paraprofessionals shall be under the physical supervision of a certified teacher at all times, except that paraprofessionals may be left with small groups of students or with a total group for short periods of time or in the case of stipulated shared program.
 - b. Initial instructional presentation must be made by the responsible certified teacher. Paraprofessionals may perform follow-up activities in accordance with the directions given by a teacher. Paraprofessionals may work with students, monitor tests, and help grade objective tests.
 - c. Paraprofessionals shall not be responsible for planning classroom lessons or tests.
 - d. Paraprofessionals may type and duplicate materials and perform other duties, as needed for classroom instruction, provided that the paraprofessionals are utilized exclusively to provide direct instructional assistance to teachers for no less than 80 percent of the workday.
 - e. Paraprofessionals and associate educators shall not perform office duties which are not directly related to classroom instruction.
 - f. Paraprofessionals may be assigned to assist in lunchroom during a time other than their duty. Assigned paraprofessionals shall not be utilized in place of substitute teachers.
 - g. Paraprofessionals may be assigned to monitoring duties during the loading and unloading of school buses under supervision of the principal or designee.
 - h. Paraprofessionals and associate educators may be assigned to operate audio-visual equipment.
 - i. Paraprofessionals may be assigned to playground supervision.

- j. A One-To-One paraprofessional's duties shall be determined by the specific needs of the student as specified on the IEP or Section 504 Accommodation Plan.
 - k. There shall be a certified teacher in regularly-scheduled direct contact with each associate educator; however, associate educators may be left with groups of students.
 - l. Associate educators, in cooperation with the regularly-scheduled certified teacher, may present initial instruction and may perform follow-up activities.
 - m. Associate educators, in cooperation with the regularly-scheduled certified teacher, may plan classroom lessons.
2. Job descriptions for paraprofessionals and associate educators, and changes thereto, shall be developed by DCPS and reviewed by the bargaining agent and shall be distributed to each work location and made available to each affected paraprofessional in a timely manner.
 3. Substitute coverage is authorized when Paraprofessional II's, appropriate Paraprofessional I's and Associate Educators are absent. Substitute teachers may be utilized.

F. Hiring

1. No individual shall be hired or rehired for a paraprofessional or associate educator vacancy until qualified paraprofessionals or associate educators returning from leave have been placed, applicable recall pools have been exhausted, and qualified applicants for transfer have been considered.
2. All hiring and rehiring shall be accomplished through the Applicant Tracking System.
3. The normal hiring rate for new full-time, part-time, and temporary paraprofessionals or associate educators shall be the first step of the appropriate pay grade. When a candidate has been deemed exceptionally well-qualified, and with the approval of the Deputy Superintendent for Personnel Management and Services, the paraprofessional or associate educator may be hired or rehired at a salary step higher than the first step of the pay grade for the position being filled.
4. Reemployed paraprofessionals or associate educators who resigned in good standing or were laid off shall retain credit for their years of experience with the school system (i.e., salary steps and accumulated sick leave) and placed on the step for which they would have been eligible had they been on board-approved leave.

5. Full-time paraprofessionals or associate educators new to DCPS shall participate in a comprehensive three-day orientation session which will immediately precede the first day of school for regular paraprofessionals and associate educators. Such additional days shall be considered as part of the regular school year and shall be used in computing new paraprofessionals' or associate educators' daily rates of pay for the year. The parties agree to jointly develop this program during the 1994-95 school year and to implement it beginning in 1995-96 and annually thereafter.

G. Probationary Period

1. The probationary period for all newly-hired paraprofessionals or associate educators shall be 90 days. Unsatisfactory performance during such a probationary period is sufficient grounds for immediate separation from employment.
2. The probationary period for paraprofessionals or associate educators changing job categories shall be 60 days. Unsatisfactory performance during such probationary period is sufficient grounds for return to the prior job category, as soon as such a position becomes available.
3. During a probationary period, a paraprofessional or associate educator shall be evaluated by the supervising teacher, as directed in Florida State Board Rule 6A-1.070(1)(e).

H. Workday

1. The paraprofessional's or associate educator's workday shall be seven hours and five minutes at the elementary level and seven hours and 20 minutes at the secondary level.
2. The workday shall include a duty-free lunch period of 30 minutes and two 10-minute daily breaks separate from and not attached to the duty-free lunch period. The first break shall be in the morning and the second break shall be in the afternoon.

I. Transfer

1. Paraprofessionals or associate educators shall be afforded the opportunity to transfer from one work location to another.
2. All job vacancies for full-time paraprofessionals or associate educators shall be advertised by the Office of Personnel Management and Services and posted at each DCPS work location for a period of one week. Such job advertisements shall be posted on the Union bulletin board immediately upon receipt at each work location. No vacancy shall be filled until after the fifth workday following advertisement of the position.

3. Once a paraprofessional or associate educator has fulfilled the requirements of the transfer provisions and has been accepted at another work location, the maximum time his/her current supervisor may retain the paraprofessional in the position is 10 workdays, unless otherwise authorized, in writing, by the Deputy Superintendent for Personnel Management and Services or designee.
4. The parties agree that it may be in the student's best interest for a One-To-One Paraprofessional to accompany a student who moves from one site to another. If transferring from one site to another creates a hardship for the One-To-One Paraprofessional, he/she may request an appeal of the transfer. Such requests shall be made, in writing, to the Assistant Superintendent for Instructional Staffing and shall be reviewed by a joint DCPS/UTD committee which shall include the Co-Chairs of the Exceptional Student Education Task Force and which shall make an expeditious decision regarding the appeal.
5. In the event that the One-To-One Paraprofessional does not follow the student from one site to another, the paraprofessional will be subject to the provisions in Article XVII, Section 1(J)(3).

J. Layoff

1. Layoff, as defined, is the separation of an employee for lack of work or funds, without fault or delinquency on the employee's part.
2. No full-time paraprofessional or associate educator position shall be converted to a part-time position after the October Budget-Personnel Conference until approved by the Deputy Superintendent for Personnel Management and Services.
3. When it is necessary to identify a paraprofessional or associate educator for layoff, the least senior paraprofessional and associate educator in the affected job category at the work location shall be laid off. For this purpose, no differentiation shall be made between Paraprofessionals I and II, or between positions having categorical or discretionary allocations, or between positions having different funding sources.
4. In the event a student who has been assigned a One-To-One Paraprofessional leaves the school system or no longer requires the services, the paraprofessional will be subject to the provisions in Article XVII Section 1(J)(3).
5. In the event the least senior paraprofessional in the affected category is a One-To-One Paraprofessional, an exception to the above may be made based upon the unique needs of affected student(s). Requests shall be made, in writing, by the principal and the One-

To-One Paraprofessional, who is less senior, to the Assistant Superintendent for Instructional Staffing. These requests shall be reviewed by a joint DCPS/UTD committee which shall include the Co-Chairs of the Exceptional Student Education Task Force and which shall make an expeditious decision regarding the exception.

4 6. Seniority, for the purpose of layoff, is the total full-time service as an employee of DCPS in any capacity. A year of service as a substitute teacher shall be counted only if no less than 99 days were worked as a substitute teacher during that regular school year.

5 7. Layoffs will be effected as follows:

- a. The Office of Personnel Management and Services shall be notified, in writing, by the supervising administrator of the requirement for layoff and the reason, therefore, prior to any announcement relative to a possible layoff.
- b. The Office of Personnel Management and Services shall verify the need for the layoff. In the event layoff is required, the Office of Personnel Management and Services shall determine the specific individual(s) to be laid off in accordance with paragraphs 3. and 4. and provide written notice to each paraprofessional or associate educator to be laid off. The notice shall contain information concerning the ~~paraprofessional~~ employee's residual benefits and recall rights. The paraprofessional or associate educator shall acknowledge receipt of the notification. The effective date of the layoff shall be no less than 10 workdays after receipt of the notification.
- c. During the 10-workday notification period, efforts shall be made to place the affected paraprofessional or associate educator in a position for which the employee is qualified.

K. Recall

1. Recall, as defined, is the calling back for rehire of a previously laid-off employee.
2. No new personnel will be employed as paraprofessionals or associate educators until all recall pools of paraprofessionals and associate educators, available, qualified, and willing to fill the position, have been exhausted.
3. Seniority, for the purpose of recall, is defined as the total full-time service as an employee of DCPS in any position. Service as a substitute teacher shall be counted only when 99 days are worked during the regular school year.

4. Three recall pools shall be established for each category. All paraprofessionals or associate educators laid off at a work location will be placed in order of county-wide seniority in the work location recall pool, in the ~~area~~ region-wide recall pool, and in the county-wide recall pool for that category. Laid-off paraprofessionals and associate educators shall remain in the recall pools for two years, or until recalled, whichever occurs first. Associate educators will be eligible for recall and be placed in the recall pool for associate educators and paraprofessionals in the pre-kindergarten category.
5. Recalls will be effected as follows:
 - a. As a full-time vacancy occurs at a work location, the Office of Personnel Management and Services shall recall and assign the most senior paraprofessional or associate educator of the appropriate category from the work location recall pool.
 - b. When the work location recall pool has been exhausted and a full-time vacancy remains at the work location, the Office of Personnel Management and Services shall recall and assign the most senior paraprofessional or associate educator of the appropriate category from the area-wide recall pool.
 - c. When the ~~area~~ region-wide recall pool has been exhausted and a full-time vacancy remains at the work location, the Office of Personnel Management and Services shall recall the most senior paraprofessional or associate educator of the appropriate category from the county-wide recall pools.
 - d. When the county-wide recall pool has been exhausted and a full-time vacancy remains at the work location, the Office of Personnel Management and Services shall recall and assign the most senior paraprofessional or associate educator qualified for the specific vacancy from the aggregate of all other categories.
6. Notification of recall shall be sent by the Office of Personnel Management and Services, by certified mail, to the laid-off paraprofessional's or associate educator's last known address of record.
7. A laid-off paraprofessional or associate educator, who fails to respond to a recall notification within five workdays from receipt of notice, or who refuses an offer of a paraprofessional or associate educator position, shall be placed at the bottom of the recall pool of his/her category.
8. A laid-off paraprofessional or associate educator, who accepts employment in another full-time position, shall be removed from the recall list. Employment in a part-time or

temporary position shall not affect his/her paraprofessional recall rights.

L. Salary

1. Salaries for paraprofessionals or associate educators shall be adjudicated on the U1 Salary Schedule in such a manner that all employees receive the amount indicated for their classification and years of experience.
2. The effective date of the salary schedule shall be the first day of the 10-month work year.
3. Eligible paraprofessionals or associate educators shall advance one step on the first day of the 10-month year on the U1 Salary Schedule, but wages will be frozen at the previous year's rate until an agreement on wages has been reached and a monetary value for each step on the salary schedule has been agreed to by the parties.
4. A year of experience for full-time employees for salary purposes is defined as 99 or more days of service with DCPS as a paraprofessional/ school support personnel or associate educator in any school year; for part-time employees, it is defined as 687 hours or more of employment as a part-time paraprofessional/school support personnel/associate educator.
5. A paraprofessional or associate educator who is hired as a full-time teacher (including permanent substitute teachers) shall be placed on the teacher salary schedule at the first step which provides a salary increase.
6. A Paraprofessional I who becomes a Paraprofessional II shall be placed on the same step on the Paraprofessional II salary schedule as the step held on the Paraprofessional I salary schedule. When a paraprofessional is promoted to an associate educator, he/she will be placed on that step of the new grade which provides at least the equivalent of a one salary step increase.
7. The daily rate for paraprofessionals or associate educators for the regular school year shall be calculated by dividing the annual salary by the same lapsed time factor, as is applicable for other 10-month employees in the bargaining unit.

M. Compensatory Benefits

1. Retirement and Social Security - Unless specifically exempt under the Rules and Regulations of the Florida Retirement System, all full-time, part-time, and temporary personnel employed by the Board must participate in Social Security and the Florida

Retirement System.

2. Compensatory benefits for paraprofessionals or associate educators are stipulated in Appendix D.

N. Tuition Reimbursement - Paraprofessionals or Associate Educators

1. Tuition reimbursement is available to paraprofessionals or associate educators who take college credit courses when such courses are part of a formal program leading toward a Bachelor's degree in education or when such courses strengthen professional skills and improve effectiveness in performance of paraprofessional duties. Computer Laboratory Specialists, because the position was previously classified as Paraprofessional, are eligible for tuition reimbursement, effective upon ratification of the contract in 1995.
2. No advance approval is needed for a course which is required or is accepted as an elective in a formal program of study leading to a Bachelor's degree in education. Advance approval by the paraprofessional's or associate educator's principal is needed for other courses; such approval shall be given only when the course is directly related to the performance of the paraprofessional's or associate educator's assigned duties; however, such approval shall not be arbitrarily withheld.
3. Paraprofessionals or associate educators shall be eligible to receive reimbursement for tuition for a maximum nine undergraduate credits earned per fiscal year. Reimbursement shall not exceed \$70 per semester hour or the equivalent.
4. To obtain tuition reimbursement, the employee shall submit an application to the Division of Wage and Salary Administration, with the following attached:
 - a. the official transcript (with raised seal) indicating successful completion of the course(s) and the credits earned.
 - b. verification from the college/university of the tuition paid (Form FT1).
 - c. the principal's advance written approval when required under paragraph 2.
5. Requests for tuition reimbursement must be submitted no later than two years after the end of the term/semester during which the course was completed. An employee who believes that special circumstances beyond his/her control prevented compliance with this timeframe may appeal, in writing, to the Deputy Superintendent for Personnel Management and Services, who shall review the appeal and render a decision. A copy of the appeal and decision shall be furnished to the employee.

0. Internal Certification

1. DCPS shall develop, maintain, and make available inservice training components appropriate to the duties of each paraprofessional and associate educator category.
2. Internal certification of a paraprofessional or associate educator shall result from satisfactorily completing a total of 200 inservice hours consisting of required and elective components appropriate to the paraprofessional's or associate educator's category (the basic program) and additional elective components (the supplementary program). Upon completion of the basic program, a maximum of 30 Master Plan hours or three credits from an accredited college or university (considered equivalent to 60 inservice hours), or a combination thereof, may be included in the supplementary program, provided the hours/credits were earned between July 1, 1980 and June 30, 1985 by an employee who was a DCPS paraprofessional/associate educator at the time.
3. Official records of inservice training components completed and participation in the internal certification program shall be maintained by the Bureau of Human Resource Development.
4. Paraprofessionals and associate educators who participate in the internal certification program shall be compensated in accordance with the schedule below as they attain the indicated levels of creditable inservice hours. No hours earned for elective components shall be creditable for the stipend until all required components for the appropriate paraprofessional or associate educator category have been completed.

Stipend Level	Creditable Inservice Hours	Annual Stipend Rate
1	24 - 59 hours	150
2	60 - 119 hours	300
3	120 - 149 hours	450
4	150 - 169 hours	550
5	170 - 199 hours	700
6	200 or more hours	800

5. A paraprofessional or associate educator who receives an internal certification stipend based on inservice training appropriate to the assigned category and who is reassigned to another category shall continue to receive that stipend for one year or until qualifying for the same or higher level stipend appropriate to the new category, whichever occurs first.
6. Paraprofessionals who complete the eight-week Montessori Training Program offered by

DCPS shall be credited with 60 Master Plan Points in the elective category toward internal certification. Paraprofessionals who attend district-approved Montessori Training at a time other than the regular workday shall be compensated at a rate equal to \$50 per day.

7. Any paraprofessional or associate educator who successfully completes physical restraint training shall be awarded creditable inservice hours to be used towards completion of internal certification requirements.
8. Any paraprofessional/associate educator who is reassigned or promoted from a position on the paraprofessional/associate educator job list into a position in the School Support Personnel category shall be eligible to complete the internal certification program initiated as a paraprofessional/associate educator and shall be entitled to the stipend commensurate with the creditable inservice hours, as provided in this Section.
9. Any paraprofessional/associate educator who, at the time of reassignment or promotion to the School Support Personnel category, was taking college credit courses leading to a Bachelor's degree in Education, shall continue to be eligible to receive tuition reimbursement for a maximum of nine credit hours earned in that fiscal year.

P. Consideration for Teaching Positions

1. A paraprofessional or associate educator holding a State of Florida teaching certificate, but who is not currently teaching, may apply for a teaching position through the Department of Instructional Staffing. If qualified to teach, the paraprofessional or associate educator shall be given special consideration for filling teacher vacancies in the employee's field of certification before consideration is given to new employees. Paraprofessionals and associate educators shall be considered on the basis of service with DCPS, quality of that service, and qualifications for the position being sought. The Office of Personnel Management and Services shall maintain a list of all paraprofessionals and associate educators meeting the Board-prescribed standards for hiring of teachers. Such list shall be made available to administrators responsible for selection of teacher personnel and to the Union, upon request.
2. A Paraprofessional II or Associate Educator holding a State of Florida teaching certificate may be employed as a permanent substitute teacher. At the end of the permanent substitute assignment, such employee has recall rights to a paraprofessional or associate educator position.

Section 3. Job Listings and Salary Schedules

PARAPROFESSIONAL/ASSOCIATE EDUCATOR JOB LISTING

<u>Job Code</u>	<u>Title</u>	<u>Pay Grade</u>
*4240	Paraprofessional II (General)	12
*4241	Paraprofessional I (General)	7
*4242	Paraprofessional I (Vocational)	7
*4247	Paraprofessional II (Vocational)	12
4256	Paraprofessional II (Vocational)	12
4259	Paraprofessional II (General)	12
4260	Paraprofessional I (General)	7
4263	Paraprofessional II (Therapeutic)	12
4264	Paraprofessional I (Therapeutic)	7
4266	Paraprofessional II (Behavioral)	12
4267	Paraprofessional I (Behavioral)	7
4268	Paraprofessional II (Bilingual)	12
4269	Paraprofessional I (Bilingual)	7
4271	Paraprofessional I (Vocational)	7
4272	Paraprofessional II (Social Service)	12
4273	Paraprofessional I (Social Service)	7
*4276	Paraprofessional II (Therapeutic)	12
4277	Paraprofessional I (Pre-K)	7
4278	Paraprofessional II (Pre-K)	12
4294	Paraprofessional I (Montessori)	7
4295	Paraprofessional II (Montessori)	12
*8045	Paraprofessional I (Bilingual)	7
<u>TBA</u>	<u>Associate Educator</u>	<u>14</u>

All jobs listed are 10-month positions, except those indicated with an asterisk (*), which are 12-month positions.

Section 4. Paraprofessionals, Associate Educators, and School Support Personnel Salary Schedules (10-month)

The parties agree to establish a joint ad hoc committee for the purpose of reviewing the classification of paraprofessionals. The committee shall submit a report, along with recommendations, on its findings to the Superintendent and the UTD Executive Vice President.

**PARAPROFESSIONAL, ASSOCIATE EDUCATOR, SCHOOL SUPPORT
SALARY SCHEDULE (U1)
10-MONTH
1996-97**

GRADE 7		GRADE 12		GRADE 13		GRADE 14	
STEP	ANNUAL	STEP	ANNUAL	STEP	ANNUAL	STEP	ANNUAL
1	\$10,920	1	\$12,940	1	\$13,389	1	\$13,991
2	11,410	2	13,601	2	13,970	2	14,644
3	11,910	3	14,113	3	14,664	3	15,235
4	12,379	4	14,664	4	15,235	4	15,847
5	12,879	5	15,245	5	15,847	5	16,429
6	13,368	6	15,847	6	16,429	6	17,041
7	13,838	7	16,439	7	17,041	7	17,694
8	14,338	8	17,041	8	17,795	8	19,418
9	15,235	9	18,112	9	19,418	9	20,244
10	17,316	10	20,662	10	21,468	10	22,100
11	18,132	11	21,478	11	22,284	11	22,917
12	18,642	12	21,988	12	22,794	12	23,427
13	19,152	13	22,498	13	23,304	13	23,937
14	19,986	14	23,332	14	24,138	14	24,771

GRADE 15		GRADE 21		GRADE 23	
<u>STEP</u>	<u>ANNUAL</u>	<u>STEP</u>	<u>ANNUAL</u>	<u>STEP</u>	<u>ANNUAL</u>
1	\$14,623	1	\$18,214	1	\$21,193
2	15,194	2	19,050	2	22,049
3	15,847	3	19,754	3	23,121
4	16,429	4	20,540	4	24,039
5	17,041	5	21,356	5	24,987
6	17,694	6	22,202	6	25,987
7	19,418	7	23,080	7	26,987
8	20,244	8	23,988	8	28,037
9	20,652	9	24,926	9	29,129
10	22,743	10	28,048	10	32,689
11	23,559	11	28,864	11	33,505
12	24,069	12	29,374	12	34,015
13	24,579	13	29,884	13	34,525
14	25,413	14	30,718	14	35,359

ARTICLE XVII -- PARAPROFESSIONAL/ASSOCIATE EDUCATOR. SCHOOL SUPPORT PERSONNEL

Section 2. School Support Personnel

G. Layoff

3. In the event that the least senior interpreter is a One-to-One Interpreter, an exception to Paragraph 2 may be made based upon the unique needs of affected student(s). Requests shall be made, in writing, by the principal and the interpreter, who is less senior, to the Assistant Superintendent for Instructional Staffing. These requests shall be reviewed by a joint DCPS/UTD committee which shall include the Co-Chairs of the Exceptional Student Education Task Force and which shall make an expeditious decision regarding the exception.

~~3~~ 4. However, in the event

~~4~~ 5. Seniority, for the purpose of layoff

~~5~~ 6. Layoffs will be effected

~~6~~ 7. In the event it becomes necessary

ARTICLE XVII -- PARAPROFESSIONAL/ASSOCIATE EDUCATOR SCHOOL SUPPORT PERSONNEL

Section 2. School Support Personnel

I. Salary

9. Interpreters for the Deaf or Hard-of-Hearing shall receive credential supplements as follows: QAI - \$1,000; QAII - \$2,000; and RID - \$3,000. The supplement shall be effective the beginning of the pay period following receipt of the appropriate certificate.

9 10. The hiring rate for part-time Interpreters for ~~Hearing-Impaired~~ the Deaf or Hard-of-Hearing shall be Step 5 of the appropriate pay grade. Such employees shall not be eligible for step advancement. When a part-time interpreter is assigned to a full-time interpreter position, he/she will be placed on the step which gives salary credit for the time employed as a part-time interpreter, pursuant to Article XVII, Section 2, I(4).

ARTICLE XVII - PARAPROFESSIONALS/ASSOCIATE EDUCATOR SCHOOL SUPPORT PERSONNEL

Section 2. School Support Personnel

0. Interpreters for the Deaf or Hard-of-Hearing

1. Interpreters for the Deaf or Hard-of-Hearing shall be given an opportunity to provide input regarding the class schedule for assigned student(s) who are identified as deaf or hard-of-hearing.
2. Interpreters for the Deaf or Hard-of-Hearing may use planning/preparation days for inservice, subject area meetings, and seminars for the purpose of obtaining certification or recertification as interpreters with prior approval of the principal/supervisor.
3. Interpreters for the Deaf or Hard-of-Hearing should not be assigned to perform clerical functions which are not directly related to their duties or responsibilities.
4. The parties agree to develop and implement the position of Liaison Interpreter for the Deaf or Hard-of-Hearing during the 1995-96 school year.

ARTICLE XVII -- PARAPROFESSIONAL/ASSOCIATE EDUCATORS SCHOOL SUPPORT PERSONNEL

Section 3. Job Listings and Salary Schedules

SCHOOL SUPPORT PERSONNEL JOB LISTING

<u>Job Code</u>	<u>Title</u>	<u>Pay Grade</u>
*4005	Community Involvement Specialist	12
4039	Community Involvement Specialist	12
*4248	Community Liaison Specialist	23
4249	AESOP Specialist	12
*4251	Family Resource Specialist	12
4252	Computer Laboratory Specialist	12
4253	Instructional Management System Specialist	14
*4254	Instructional Management System Specialist	14
4257	College Assistant Program Advisor	
	Part-Time Non-Degreed	21
4258	Correctional Program Facilitator	23
*4261	Family Intervention Specialist	12
4262	Family Intervention Specialist	12
4298	Interpreter for <u>the Deaf or Hard-of-Hearing</u> - Non-Certified	12
4281	Interpreter for <u>the Deaf or Hard-of-Hearing</u> QA	44 23
*4285	Interpreter for <u>the Deaf or Hard-of-Hearing</u> QA	44 23
4282	Interpreter for <u>the Deaf or Hard-of-Hearing</u> QA II	45 23
4283	Interpreter for <u>the Deaf or Hard-of-Hearing</u> QA III	24 23
4284	Interpreter for <u>the Deaf or Hard-of-Hearing</u> RID	23
4286	Physical Therapist Assistant	21
4287	Occupational Therapist Assistant	21
*4291	<u>Interpreter for the Deaf or Hard-of-Hearing</u> QA III	21 23
*4296	<u>Interpreter for the Deaf or Hard-of-Hearing</u> QA II	15 23
4297	Lifeguard	14
*8004	School Security Monitor	7
8007	School Security Resource Specialist	23
8008	School Security Resource Specialist	23
8010	School Security Monitor	7
8033	School Security Monitor II	12
*8034	School Security Monitor II	12

All jobs listed are 10-month positions, except those indicated with an asterisk (*), which are 12-month positions.

ARTICLE XVIII -- OFFICE EMPLOYEES

Section 16. Professionalization of Office Employees

F. Certified Professional Secretary

Employees who pass the National Certified Professional Secretary Examination shall be eligible for a supplement of \$~~250~~ 600 (effective 1996-97).

ARTICLE XVIII -- OFFICE EMPLOYEES

Section 20. Salary

- E. Office employees who are designated by the principal as having the primary responsibility for arranging for substitute teachers on a regular basis shall be paid an annual supplement as follows:

	<u>1994-96</u>	<u>1996-97</u>
K-12 Program	\$ 600	\$ <u>800</u>
Adult/Vocational Day Program	600	<u>800</u>
Adult/Vocational Evening Program	425	<u>500</u>
Summer Program	130	<u>250</u>

OFFICE EMPLOYEES SALARY SCHEDULE (UO)
10-MONTH
1996-97

GRADE 15		GRADE 16		GRADE 17		GRADE 18		GRADE 19		GRADE 20	
<u>STEP</u>	<u>ANNUAL</u>	<u>STEP</u>	<u>ANNUAL</u>	<u>STEP</u>	<u>ANNUAL</u>	<u>STEP</u>	<u>ANNUAL</u>	<u>STEP</u>	<u>ANNUAL</u>	<u>STEP</u>	<u>ANNUAL</u>
1	\$10,632	1	\$11,665	1	\$12,221	1	\$13,407	1	\$14,045	1	\$15,410
2	11,137	2	12,221	2	12,798	2	14,045	2	14,712	2	16,143
3	11,665	3	12,798	3	13,407	3	14,712	3	15,410	3	16,910
4	12,221	4	13,407	4	14,045	4	15,410	4	16,143	4	17,715
5	12,798	5	14,045	5	14,712	5	16,143	5	16,910	5	18,556
6	13,407	6	14,712	6	15,410	6	16,910	6	17,715	6	19,438
7	14,045	7	15,410	7	16,143	7	17,715	7	18,556	7	20,362
8	14,712	8	16,143	8	16,910	8	18,556	8	19,438	8	21,331
9	16,352	9	17,945	9	18,797	9	20,626	9	21,604	9	23,711
10	17,382	10	18,975	10	19,827	10	21,656	10	22,635	10	24,742
11	17,794	11	19,387	11	20,239	11	22,068	11	23,047	11	25,154
12	18,202	12	19,795	12	20,647	12	22,476	12	23,455	12	25,562
13	19,035	13	20,628	13	21,480	13	23,309	13	24,288	13	26,395

GRADE 21		GRADE 22		GRADE 23		GRADE 24		GRADE 25	
<u>STEP</u>	<u>ANNUAL</u>	<u>STEP</u>	<u>ANNUAL</u>	<u>STEP</u>	<u>ANNUAL</u>	<u>STEP</u>	<u>ANNUAL</u>	<u>STEP</u>	<u>ANNUAL</u>
1	\$16,910	1	\$17,715	1	\$18,556	1	\$19,438	1	\$20,362
2	17,715	2	18,556	2	19,438	2	20,362	2	21,331
3	18,556	3	19,438	3	20,362	3	21,331	3	22,346
4	19,438	4	20,362	4	21,331	4	22,346	4	23,407
5	20,362	5	21,331	5	22,346	5	23,406	5	24,516
6	21,331	6	22,346	6	23,406	6	24,516	6	25,680
7	22,346	7	23,406	7	24,516	7	25,680	7	26,903
8	23,406	8	24,516	8	25,680	8	26,903	8	28,182
9	26,014	9	27,249	9	28,546	9	29,901	9	31,209
10	27,044	10	28,280	10	29,576	10	30,932	10	32,244
11	27,456	11	28,692	11	29,988	11	31,344	11	32,628
12	27,865	12	29,100	12	30,396	12	31,752	12	33,032
13	28,698	13	29,933	13	31,229	13	32,585	13	33,865

OFFICE EMPLOYEES SALARY SCHEDULE (UO)
12-MONTH
1996-97

GRADE 15		GRADE 16		GRADE 17		GRADE 18		GRADE 19		GRADE 20	
<u>STEP</u>	<u>ANNUAL</u>	<u>STEP</u>	<u>ANNUAL</u>	<u>STEP</u>	<u>ANNUAL</u>	<u>STEP</u>	<u>ANNUAL</u>	<u>STEP</u>	<u>ANNUAL</u>	<u>STEP</u>	<u>ANNUAL</u>
1	\$12,393	1	\$13,599	1	\$ 14,246	1	\$15,631	1	\$ 16,375	1	\$17,966
2	12,982	2	14,246	2	14,921	2	16,375	2	17,151	2	18,819
3	13,599	3	14,921	3	15,631	3	17,151	3	17,966	3	19,716
4	14,246	4	15,631	4	16,375	4	17,966	4	18,819	4	20,653
5	14,921	5	16,375	5	17,151	5	18,819	5	19,716	5	21,633
6	15,631	6	17,151	6	17,966	6	19,716	6	20,653	6	22,663
7	16,375	7	17,966	7	18,819	7	20,653	7	21,633	7	23,737
8	17,151	8	18,819	8	19,716	8	21,633	8	22,663	8	24,867
9	19,064	9	20,919	9	21,915	9	24,046	9	25,188	9	27,645
10	20,300	10	22,156	10	23,151	10	25,283	10	26,424	10	28,881
11	20,815	11	22,671	11	23,666	11	25,798	11	26,939	11	29,397
12	21,325	12	23,181	12	24,176	12	26,308	12	27,449	12	29,907
13	22,325	13	24,181	13	25,176	13	27,308	13	28,449	13	30,907

GRADE 21		GRADE 22		GRADE 23		GRADE 24		GRADE 25	
<u>STEP</u>	<u>ANNUAL</u>	<u>STEP</u>	<u>ANNUAL</u>	<u>STEP</u>	<u>ANNUAL</u>	<u>STEP</u>	<u>ANNUAL</u>	<u>STEP</u>	<u>ANNUAL</u>
1	\$19,716	1	\$20,653	1	\$21,633	1	\$22,663	1	\$23,737
2	20,653	2	21,633	2	22,663	2	23,737	2	24,867
3	21,633	3	22,663	3	23,737	3	24,867	3	26,053
4	22,663	4	23,737	4	24,867	4	26,053	4	27,287
5	23,737	5	24,867	5	26,053	5	27,288	5	28,582
6	24,867	6	26,053	6	27,288	6	28,582	6	29,939
7	26,053	7	27,288	7	28,582	7	29,940	7	31,364
8	27,288	8	28,582	8	29,940	8	31,363	8	32,906
9	30,329	9	31,769	9	33,280	9	34,860	9	36,350
10	31,565	10	33,006	10	34,516	10	36,097	10	37,133
11	32,080	11	33,521	11	35,031	11	36,612	11	37,623
12	32,591	12	34,031	12	35,541	12	37,122	12	38,133
13	33,591	13	35,031	13	36,541	13	38,122	13	39,133

ARTICLE XVIII -- OFFICE EMPLOYEES

Section 22. Job Listing

<u>JOB CODE</u>	<u>JOB TITLE</u>	<u>PAY GRADE</u>
4009	Citizens Information Specialist	18
4031	M/WBE Certification Specialist	22
4032	Purchasing Documentation Specialist	20
4033	Purchasing Assistant	22
4034	Buyer Assistant II	20
4035	Junior Buyer	22
4036	FFE Data Assistant	21
4037	Senior FFE Assistant	23
4038	Buyer Assistant I	17
4040	Procurement Specialist	21
4052	TEC Business Management Assistant	22
4053	Reprographics Specialist	24
4054	Educational Payment Specialist	20
4110	SBAB Communications Specialist	20
4112	Treasurer High School	22
4114	Secretary High School	22
4120	Secretary/Treas. Middle School (12-mo)	22
4121	Secretary/Treas. Middle School (10-mo)	22
4122	School Secretary	19
4123	School Secretary (10-mo)	19
4128	Secretary/Treas. Alt. Educ. Centers (10-mo)	22
4129	Secretary/Treas. Alt. Educ. Centers (12-mo)	22
4130	Secretary Education Centers	24 22
4131	Treasurer Education Centers	24 22
4209	School Clerk I (12-mo)	16
4210	School Clerk I (10-mo)	16
4211	Library Media Center Assistant (10-mo)	17
4212	Library Media Center Assistant (12-mo)	17
4215	School Clerk II (10-mo)	18
4216	School Clerk II (12-mo)	18
4230	Reports Clerk	19
4233	Boundary Clerk	18
4234	Attendance Services Specialist	22
4235	Student Work Certification Clerk	20
4236	FTE Support Specialist	24
4237	Nursing Asst. Certification Specialist	22
4270	Elementary School Assistant (10-mo)	19
4275	Elementary School Assistant (12-mo)	19
4290	Receptionist	15
4303	Risk Management Specialist II	20

4304	Risk Management Specialist I	18
4305	Student Financial Aide Clerk	17
4306	Student Information Specialist I	19
4307	Student Information Specialist II	21
4308	Registration Clerk - TEC	16
4309	Testing Clerk	16
4311	Student Placement Clerk	17
4312	Registrar Education Centers (12-mo)	22
4319	Registrar - GED	18
4320	Senior Wage and Salary Specialist	24
4321	Wage and Salary Specialist	21
4323	Foreign Student Advisor	23
4324	Registrar - Foreign Student	20
4325	Registrar Middle School	21 22
4327	Registrar High School (12-mo)	23
4333	Personnel Aide	18
4334	Fingerprint Technician	20
4335	Payroll/Personnel Assistant II	20
4336	Senior Fingerprint Technician	22
4341	Leave Clerk I	18
4342	Leave Clerk II	19
4345	Retirement Enrollment Clerk	18
4346	Retirement Clerk	18
4347	Certification Specialist	19
4348	Employee Resource Specialist	22
4349	Senior Retirement Clerk	19
4350	Personnel Testing Specialist	20
4352	Compensation System Specialist	24
4354	Personnel Assistant	22
4357	Staffing Assistant	18
4358	Personnel Information Specialist	18
4359	Personnel Records Clerk	16
4360	Contract Clerk I	19
4361	Contract Clerk II	21
4363	Travel Reservation Clerk	20
4367	Purchasing Documentation Analyst	22
4376	Senior Systems Support Specialist	24
4403	Payroll/Personnel Assistant I	18
4430	Materials Management Aide	21
4431	Inventory Control Specialist	19
4432	Inventory Accounting Specialist	19
4433	Textbook Requisition Specialist	17
4434	Inventory Accounting Specialist II	20
4438	Field Trip Clerk	16
4439	Fuel Procurement Specialist	20
4440	Transaction Control Clerk	17
4441	Senior Fuel Procurement Specialist	21

ARTICLE XIX-- SUBSTITUTES

Section 2. Permanent Substitutes (3100s)

When employed for a specific length of time in excess of 30 days, a permanent substitute teacher shall receive the same salary as a contract teacher from the 31st day of such assignment. Permanent substitutes will become eligible for insurance benefits on the first day of the month following 30 calendar days from the first day of paid employment in a full-time position, as long as active employment is continued for those 30 calendar days. Said benefits terminate at the conclusion of the calendar month upon expiration of such assignment. In the event of a break in service, as a result of administrative actions with subsequent reassignment to the same work location and same assignment during the same school year, the number of days worked shall be cumulative for purposes of computing the 30 days. All 3100s who complete the insurance eligibility requirements during the last month of the school year, and where such assignment continues through the last day of the school year shall receive said benefits on the first day of the month of employment (i.e., September 1st or October 1st) of the upcoming school year, if reemployed within 30 days. Permanent substitutes who have rendered satisfactory service may be given consideration for employment as regular teachers, if vacancies exist.

Permanent substitutes must be certified in the area of assignment, unless waived by the Deputy Superintendent for Personnel Management and Services. It is the intent of the parties that employment of emergency substitutes shall not exceed 10 consecutive days. Assignments projected to exceed 10 consecutive days require the service of a certified, qualified permanent substitute to be placed in the appropriate 3100 job code.

A permanent substitute who has served 30 days at a work location, whose assignment terminates and is hired at another or the same work location as a permanent substitute, shall, on the 31st day of subsequent employment as a permanent substitute, receive the same salary as a regular teacher.

A permanent substitute who is assigned to substitute in an allocated and encumbered position which remains vacant for 31 or more workdays shall be entitled to the same rights, privileges, benefits, and salary as accorded to a regular teacher. The status of permanent substitutes who have an interruption in service or are assigned to another work location shall be in accordance to this Article.

ARTICLE XIX -- SUBSTITUTES

Section 8. Enhancing Achievement Through Substitute Teacher Training (EASTT)

- A. During the 1995-96 school year, the parties agree to establish a joint ad hoc committee which will develop recommendations regarding comprehensive substitute teacher training and orientation programs. Such recommendations will be submitted to the Superintendent of Schools and the Executive Vice President of the United Teachers of Dade.

ARTICLE XX -- TEACHING CONDITIONS

Section 11. Teacher-Parent Communication

- C. 9. ~~Although~~ Every attempt shall be made by the school to communicate directly with parents when there are indications that student performance and/or behavior is declining. ~~tThe signature of a middle, junior, or senior high school student on a progress report, with instructions to deliver it to the parent, will not in itself constitute a comprehensive attempt to achieve contact with parents. documentation that the report was issued with instructions to deliver it to the parent.~~ When, in the teacher's judgment, a conference with the parent is necessary, further attempts by mail or telephone are encouraged.

ARTICLE XXVII -- PROFESSIONALIZATION OF TEACHING/EDUCATION

Section 6. DCPS Professional Opportunities Program (POP) for Teachers

C. Mandating Excellence and Rewarding Initiative in Teaching (MERIT)

During the 1995-96 school year, the parties agree to jointly review the feasibility of developing a vertical career ladder designed to mandate excellence and reward initiative in teaching. Recommendations in this regard shall be submitted to the Superintendent and the Executive Vice President of UTD.

ARTICLE XXVII -- PROFESSIONALIZATION OF TEACHING/EDUCATION

Section 35. Inservice Education

Full-time certificated employees who attend district-approved inservice education programs at a time other than the regular workday shall be compensated (except where prescribed for remediation) at a rate equal to \$75 per day.

Effective with the 1996 Summer Inservice Institute, the daily rate shall be at a rate equal to \$100 per day. Those programs operational in 1995-96, under the provisions of grants, shall continue payment at the established rate of \$75 per day for the term of the grant. Future grants shall reflect a rate equal to \$100 a day, unless the grantor limits the amount which may be paid.

Such inservice programs must be recommended by the employee's immediate supervisor and authorized by the appropriate Region Superintendent.

Participants are eligible to earn Master Plan Points for such inservice training when provided by the Teacher Education Center as part of the district's Master Plan for Inservice Education.

In support of coordinated professional development programs for teachers and paraprofessionals, a comprehensive analysis of all such programs shall be conducted in 1994-95. Following this analysis, a joint DCPS/UTD ad hoc committee consisting of equal representation shall meet to develop recommendations relative to the effective delivery of professional development programs.

ARTICLE XXVII-- PROFESSIONALIZATION OF TEACHING/EDUCATION

Section 39. National Board for Professional Teaching Standards

- A. The parties actively support restructuring/professionalization endeavors of the National Board for Professional Teaching Standards to strengthen teacher preparation and certification standards. The establishment of the National Board was a major recommendation of the Carnegie Forum Report - "A Nation Prepared: Teachers for the 21st Century." Carnegie task force members agreed that teaching would become a true profession with the establishment of high and rigorous standards. The National Board for Professional Teaching Standards has set the standards for what accomplished teachers should know and be able to do. Accordingly, the parties agree (during the 1995-96 school year) to jointly review and develop recommendations designed to encourage professionals to achieve National Board Certification. Such recommendations will be submitted to the Superintendent of Schools and the Executive Vice President of UTD.

ARTICLE XXVII -- PROFESSIONALIZATION OF TEACHING/EDUCATION

Section 41. Job Sharing

In recognition of current employment trends, the parties agree to establish a joint ad hoc committee to develop a pilot Job Sharing Program through the Professionalization of Teaching Task Force during the 1995-96 school year for consideration by the parties.

ARTICLE XXVII -- PROFESSIONALIZATION OF TEACHING/EDUCATION

Section 45. School Improvement Recognition Program

It was John Dewey who pointed out that "a great society not only searches out excellence, but rewards it when it is found." Dade County Public Schools is engaged in unprecedented school improvement efforts. Recognizing that the quest for excellence is most effectively pursued in an atmosphere which fosters true collegiality and acknowledges successful effort, the parties agree to jointly review (during 1995-96) the feasibility of establishing a School Improvement Recognition Program. Recommendations in this regard shall be submitted to the Superintendent and the Executive Vice President of UTD.

ARTICLE XXIX -- RATIFICATION AND FINAL DISPOSITION

- A. It is agreed and understood that this Contract and each of its provisions shall be effective and constitute a legally binding contract upon approval by the Board and ratification by the members of the bargaining unit represented by the Union, pursuant to Florida Statutes, Chapter 447.010.
- B. Agreements reached on wages, hours, and terms and conditions of employment, subsequent to the approval and ratification of this Contract, shall be incorporated and added to this Contract as an Addendum.
- C. In the event either party does not ratify this Contract or its addendum(s), both parties agree to return to the bargaining table for further negotiations. During such negotiations, unit employees would continue to be governed by the current economic agreement.
- D. The terms of this Contract are for three years, provided:

- 1. The wage and fringe benefit agreements, effective July 1, 1994, shall continue until midnight, June 30, 1996.

The wage and fringe benefit agreements, effective July 1, 1996, shall continue until midnight, June 30, 1997, provided that fringe benefit agreements are subject to change based upon results of the request for proposal procedure to be conducted in the Spring of 1996 for calendar year 1997.

The terms and conditions of employment agreements, effective July 1, 1994, shall continue until midnight, June 30, 1997, ~~provided, however, that each party may also reopen up to three articles/appendices for 1996-97 negotiations.~~

~~By service of written notice on the other contract party, no later than April 1, 1995, the agreement may be reopened for the 1996-97 fiscal year.~~

- 2. By mutual agreement, any article or section of the contract may be reopened for negotiations during the term of the contract.
- 3. ~~If the 1995 Florida Legislature fails to allocate adequate funds to implement the fiscal agreements in this Contract, based upon the 1994-95 budgetary programmatic priorities established by the Board, the Board and/or the Union may reopen negotiations on such issues.~~

~~During such negotiations, unit employees would continue to be governed by the current economic agreement. These provisions are not subject to the grievance/arbitration~~

~~procedure or to litigation in any court or tribunal. The Board also agrees that this Provision, if necessary, will be implemented in a fair and equitable manner among all of its employees.~~

In the event that the percentage increase/decrease of funding per weighted FTE student provided by the Florida Legislature within the Florida Education Finance Program (FEFP) plus discretionary local operating millage and discretionary lottery funds in its Appropriations Act for 1996-97 is inadequate to fund the economic provisions of this agreement for 1996-97, the parties agree to waive the provisions of Florida Statutes, Chapter 447.4095 and agree to reduce the economic provisions of this Agreement to the percentage increase/decrease provided, which shall be calculated, pursuant to the provisions of the Layered Economic Settlement for 1996-97, which are hereby incorporated by reference and made part of this Agreement.

4. In the event that the legislature substantively changes any components of the FEFP formula (e.g., converting K-8 Basic Summer from an FTE generating program to a categorical program) or if a holdback is experienced during 1995-96 such that the components of the above calculation are not comparable between the two years, the parties agree to modify the above calculation so that both years are comparably calculated.
5. In the event that an actual decrease (i.e., negative percentage increase) is experienced, the parties agree to hold 1995-96 wage levels and the base salaries of unit employees harmless.
6. If the outcome of the request for proposal procedure during the Spring of 1996 for the DCPS compensatory fringe benefit programs results in a decreased Board premium contribution per employee in the unit during 1996-97, the parties agree to redirect those savings calculated, pursuant to the provisions of the Layered Economic Settlement, to meet the wage agreement, effective July 1, 1996, provided that the final outcome shall not exceed a four percent unit average.
7. In summary, the percentage available for salary increases during 1996-97 shall be the sum of the percentage increase in the 1996 State General Appropriations Act calculated, pursuant to paragraphs three, four, and five above, plus the percentage equivalent of net savings in the Board's 1996-97 compensatory fringe benefits premium contribution per full-time employee in the bargaining unit calculated, pursuant to paragraph six above, provided that the percentage increase shall not exceed a four percent unit average.

DCPS/UTD ECONOMIC SUB-COMMITTEE RECOMMENDED
1996-97 SALARY SCHEDULE

APPENDIX E -- RULES AND REGULATIONS GOVERNING SALARY
SCHEDULES, SUPPLEMENTS, AND VARSITY ATHLETICS

Section 3. AO and CO Salary Schedules for Certificated Employees

SALARY SCHEDULE
BACHELOR'S DEGREE
10-Months

<u>STEP</u>	<u>EFFECTIVE FALL 1996-97</u>
1	\$28,150
2	28,500
3	28,850
4	29,350
5	29,900
6	30,500
7	31,150
8	31,850
9	32,600
10	33,400
11	34,250
12	35,100
13	39,300
14	42,500
15	44,900
16	46,500
17	48,000
18 (23)	48,500
19 (24)*	49,000
19 (24)	49,000
20 (25)	50,500

*Advances those employees on Step 17 with 22 years to Step 19 (not Step 18).

NOTE: The 12-month schedule increases each step of the AO/CO Salary Schedule by 20 percent.

APPENDIX E -- RULES AND REGULATIONS GOVERNING SALARY
SCHEDULES, SUPPLEMENTS, AND VARSITY ATHLETICS

Section 1. General Provisions

A. Salary Schedules

6. Emergency Substitute Salary Schedule (AS) is effective for those certificated employees who provide day-to-day substitute coverage when regular full-time teachers or Paraprofessional II's and Paraprofessional I's classified to work in behavioral and Pre-K categories and programs for the physically impaired are absent from their duties. Extra teaching period supplements are not authorized for emergency substitutes nor is any additional payment authorized for work performed during the regular workday. An hourly substitute rate is to be paid only when an emergency substitute is required to work beyond the regular workday.

APPENDIX E -- RULES AND REGULATIONS GOVERNING SALARY
SCHEDULES, SUPPLEMENTS, AND VARSITY ATHLETICS

Section 6. Supplements for Extra Duties/Responsibilities

2. Regular Supplements

Eligible employees will begin at the first column and then progress through the schedule during subsequent consecutive years.

	Column 1		Column 2		Column 3		Column 4	
	<u>94-95</u>	<u>95-96</u>	<u>94-95</u>	<u>95-96</u>	<u>94-95</u>	<u>95-96</u>	<u>94-95</u>	<u>95-96</u>
		<u>95-97</u>		<u>95-97</u>		<u>95-97</u>		<u>95-97</u>
Paraprofessionals/School Support Personnel Who Work Exclusively with the Profoundly Handicapped (Autistic, Deaf-Blind, Severely Emotionally Disturbed (SED), Profoundly Mentally Handicapped), Trainable Mentally Handicapped, <u>*Physically Impaired</u> and/or Emotionally Handicapped (EH)	1,050	1,090	1,125	1,170	1,225	1,270	1,287	1,340

*Effective Fall 1996-97

APPENDIX E -- RULES AND REGULATIONS GOVERNING SALARY
SCHEDULES, SUPPLEMENTS, AND VARSITY ATHLETICS

	Column 1		Column 2		Column 3		Column 4	
	<u>94-95</u>	<u>95-96</u> <u>95-97</u>	<u>94-95</u>	<u>95-96</u> <u>95-97</u>	<u>94-95</u>	<u>95-96</u> <u>95-97</u>	<u>94-95</u>	<u>95-96</u> <u>95-97</u>
Region Department Head for Gifted Programs (Six)	1,225	1,270	1,310	1,360	1,430	1,490	1,502	1,560
Region Department Head for Speech and Language Programs (Six)	1,225	1,270	1,310	1,360	1,430	1,490	1,502	1,560
Region Department Head for School Psychology (Six)	1,225	1,270	1,310	1,360	1,430	1,490	1,502	1,560
Region Department Head School Social Worker (Six)	1,225	1,270	1,310	1,360	1,430	1,490	1,502	1,560
Resident Teacher (DATA)	4,000							
Residual Rights for T.V. Teachers	1,175	1,220	1,260	1,310	1,370	1,430	1,439	1,500
*Role Models Program (Secondary Schools)		<u>400</u>						
Safety Patrol Sponsor, Elementary	600	620	645	670	700	730	735	770
SAGE Lead Teacher	2,000							
Secondary Program Specialist for Exceptional Student Programs (Eight)	1,650	1,720	1,765	1,840	1,925	2,000	2,022	2,100
Senior High Club Sponsor	500	520	535	560	585	610	615	640
Social Worker	750	780	805	840	875	910	919	960
Student Council, National Junior Honor Society, Middle School	800	830	860	900	935	970	989	1,020
Student Council, Service Club Sponsor, Class Sponsor, National Honor Society, Senior High	1,000	1,040	1,070	1,110	1,170	1,220	1,230	1,280
Teacher as Advisor Leader (Designated Middle Schools)	1,500	1,560	1,605	1,670	1,705	1,770	1,791	1,860
Teacher or Counselor of the Emotionally Handicapped (EH) or Profoundly Handicapped (Autistic, Deaf-Blind, Dual Sensory, Severely Emotionally Disturbed (SED), Profoundly Mentally Handicapped), Trainable Mentally Handicapped Working Exclusively in these Programs	1,475	1,530	1,580	1,640	1,720	1,790	1,806	1,880
Teacher-Director of TEC (f)								
Teacher-Director of DATA (f)								
Television Production Teachers (Middle, Senior High)	1,000							
Test Chairperson (Secondary Level and Vocational/Technical)	900	940	965	1,000	1,050	1,090	1,103	1,150
Training and Treatment Center Teacher Vocational Student Organizational	1,100	1,140	1,180	1,230	1,285	1,340	1,350	1,400
Teacher District/Regional Advisors	1,475	1,530	1,580	1,640	1,720	1,790	1,806	1,880
Yearbook:								
Middle School	1,100	1,140	1,180	1,230	1,285	1,340	1,350	1,400
Senior High	1,600	1,660	1,715	1,780	1,870	1,950	1,964	2,040

*Effective Fall 1996-97

APPENDIX E -- RULES AND REGULATIONS GOVERNING SALARY
SCHEDULES, SUPPLEMENTS, AND VARSITY ATHLETICS

Section 6. Supplements for Extra Duties/Responsibilities

2. Regular Supplements

Eligible employees will begin at the first column and then progress through the schedule during subsequent consecutive years.

	Column 1		Column 2		Column 3		Column 4	
	<u>94-95</u>	<u>95-96</u>	<u>94-95</u>	<u>95-96</u>	<u>94-95</u>	<u>95-96</u>	<u>94-95</u>	<u>95-96</u>
		<u>95-97</u>		<u>95-97</u>		<u>95-97</u>		<u>95-97</u>
Teacher or Counselor <u>Working Exclusively</u> <u>in Programs with</u> of the Emotionally Handicapped (EH) or Profoundly Handicapped (Autistic, Deaf-Blind, Severely Emotionally Disturbed (SED), Profoundly Mentally Handicapped), <u>*Physically Impaired, and/or Trainable</u> Mentally Handicapped, <u>Working</u> Exclusively in these Programs	1,475	1,530	1,580	1,640	1,720	1,790	1,806	1,880

*Effective Fall 1996-97

APPENDIX E -- RULES AND REGULATIONS GOVERNING SALARY SCHEDULES, SUPPLEMENTS, AND VARSITY ATHLETICS

Section 6. Supplements for Extra Duties/Responsibilities

2. Regular Supplements

Eligible employees will begin at the first column and then progress through the schedule during subsequent consecutive years.

Column 1	Column 2	Column 3	Column 4
<u>94-95</u> <u>95-96</u>	<u>94-95</u> <u>95-96</u>	<u>94-95</u> <u>95-96</u>	<u>94-95</u> <u>95-96</u>
<u>95-97</u>	<u>95-97</u>	<u>95-97</u>	<u>95-97</u>

Teacher-Director of TEC (f)
Teacher-Director of DATA (f)
~~Education Television Program~~
~~Teacher Coordinator~~
Teacher-Director of ATACCE (f)

6,000

- (a) One department/subject area/grade level chairperson shall be provided for each 10 teacher units allocated per school (including art, music, physical education, bilingual education, and exceptional student education units). Every elementary school shall have a minimum of three department chairpersons.
- (b) A minimum of 29 classes is required to have a department head.
- (c) A minimum of 15 classes is required to have a department head.
- (d) Responsible for honors clubs in mathematics, English, social studies, brain-bowl competition, and debate.
- (e) Position mandated by State Statutes (K-12 and Adult). Peer Teacher supplements shall be paid in a lump sum at the conclusion of the Peer Teacher assignment.
- (f) Dual extra teaching period supplements.
- (g) Extra teaching period supplement.